

Lebowitz



Comptroller General
of the United States

40978

Washington, D.C. 20548

Decision

Matter of: Securiguard/Group 4 Joint Venture

File: B-260702.4

Date: August 7, 1995

DECISION

Securiguard/Group 4 Joint Venture (S/G4) protests the award of a contract to Arko Executive Services, Inc., under request for proposals (RFP) No. S-CY600-94-R-0053, issued by the Department of State for guard services at the American Embassy, Nicosia, Cyprus. The RFP required "[e]mployees assigned to certain guard posts [to] have sufficient English language ability to act as an interpreter between the Marine Guard at the post and host country visitors." In its proposal, Arko stated that applicants for security guard positions would have to meet certain minimum requirements, including the ability to read and write in English. After Arko was awarded the contract, it placed an advertisement for security guards in a local Cypriot newspaper, which was published in Greek. In this advertisement, Arko did not list an English-language requirement.

S/G4 does not contend that Arko's proposal failed to comply with the requirements of the RFP. Rather, S/G4 maintains that in performing the contract, Arko does not intend to comply with the terms of its proposal. In this regard, relying on the absence of any English-language requirement in the advertisement, S/G4 speculates that while Arko committed in its proposal to hire security guards who could read and write in English, Arko intends to substitute and employ security guards who cannot read and write in English, thereby engaging in bait-and-switch tactics.

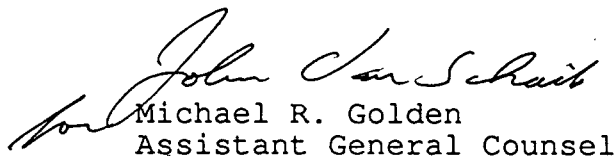
We dismiss this protest because S/G4 does not state a valid basis for protest. See Robert Wall Edge--Recon., 68 Comp. Gen. 352 (1989), 89-1 CPD ¶ 335. S/G4 concedes that Arko committed in its proposal to meet the RFP's English-language requirement. We cannot conclude simply based upon Arko's advertisement, even though it was published in Greek and did not specify an English-language requirement, that Arko misrepresented its intention to provide qualified employees or that the firm intends to deviate from its proposal to

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provide qualified employees (i.e., bait-and-switch tactics). See Sherikon, Inc.; Technology Management & Analysis Corp., B-256306 et al., June 7, 1994, 94-1 CPD ¶ 358. So long as Arko employs security guards who are proficient in English, even if they also are proficient in Greek, this would satisfy the English-language requirement of the IFB and the commitment Arko made in its proposal to employ security guards who could read and write English.

To the extent S/G4 is concerned that Arko will not comply with the terms of the RFP or with the commitments it made in its proposal, S/G4's concern involves a matter of contract administration which is within the discretion of the contracting agency and for review by a cognizant board of contract appeals or a court of competent jurisdiction, not our Office. Bid Protest Regulations, 4 C.F.R. § 21.3(m)(1) (1995); Specialty Plastics Prods., Inc., B-237545, Feb. 26, 1990, 90-1 CPD ¶ 228.

The protest is dismissed.


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